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Services Company, Inc.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

LEHMAN BROTHERS HOLDINGS INC.,  
et al.

Debtors.

Chapter 11

Case No. 08-13555 (JMP)  
(Jointly Administered)

BARCLAYS CAPITAL INC.

Movant,

v.

AMERICAN EXPRESS TRAVEL RELATED  
SERVICES COMPANY,

Respondent.

**AFFIDAVIT OF LYDIA C. SCHULZ  
IN SUPPORT OF OBJECTION OF AMERICAN EXPRESS TRAVEL RELATED  
SERVICES COMPANY, INC. TO MOTION OF BARCLAYS CAPITAL INC.  
FOR RELIEF CONCERNING AMERICAN EXPRESS CONTRACTS  
LISTED AS CLOSING DATE CONTRACTS  
AND REQUEST FOR INTEREST, FEES AND EXPENSES**

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF NEW YORK    )

Lydia C. Schulz, being duly sworn, deposes and says:

1. I am a Vice President of Account Development of American Express Travel Related Services Company, Inc. ("AmEx"). I make this affidavit based upon my personal knowledge and my review of the books and records of AmEx, except where otherwise indicated. I am authorized to make this affidavit on behalf of AmEx.

2. Prior to September 15, 2008, Lehman Brothers Holdings, Inc. ("LBHI") (on behalf of itself and its global related entities (collectively, "Lehman")) entered into a Global Corporate Services Commercial Account Agreement with American Express Travel Related Services Company, Inc. (and its global related entities) effective as of October 13, 2006 (as amended from time to time, the "AmEx Corporate Services Contract").

3. Pursuant to the AmEx Corporate Services Contract, AmEx made available AmEx charge cards to Lehman employees located world-wide and provided a host of other services.

4. On September 15, 2008, I learned of the bankruptcy filing of LBHI. That morning I contacted Leslie Bernauer to learn which Lehman entities had filed for protection and whether they filed under Chapter 7 or Chapter 11 of the Bankruptcy Code and whether Lehman wants Amex to cancel any cards. In a conversation later that day, I also advised Ms. Bernauer that AmEx was immediately prepared to take the following actions to assist Lehman: (a) allow Lehman personnel with Rev-coded cards to charge up to a certain amount on their cards under the program; (b) assist stranded travelers in getting home following initial disruption at point of sale, by allowing charges on their cards for hotel rooms, airfare etc. I also advised Ms. Bernauer

that AmEx required assurances of payment to provide services, at least in the form of a critical vendor motion or some other form of payment agreed to by the Chief Credit Officer of AmEx and the Chief Financial Officer of Lehman.

5. In connection with the sale of Lehman's investment banking business to Barclays Capital, Inc. ("Barclays"), the AmEx Corporate Services Contract was listed by Lehman and Barclays as a contract to be assumed and assigned at closing and as having a cure amount of \$18 million. Thus, prior to the September 20, 2008 hearing on the proposed sale, AmEx was notified that its contract was being transferred to Barclays.

6. On or about September 22, 2008, and after the closing of the sale to Barclays, I received a copy of the notice sent by AmEx's outside counsel consenting to the cure amount listed by Lehman on the list of contracts to be assumed and assigned to Barclays pursuant to the sale. I called Ms. Bernauer shortly thereafter and asked her if she had seen the notice and when AmEx could expect payment. Ms. Bernauer confirmed that she had seen the notice but advised me that she did not know when payment would be made. Prior to the closing of the sale on or about September 22, 2008 and until October 1, 2008, neither Lehman nor Barclays ever advised me that the AmEx Corporate Services Contract would not be or was not assumed and assigned to Barclays in accordance with the asset purchase agreement the Bankruptcy Court approved by order dated September 20, 2008.

7. At no time prior to October 1, 2008 was I informed by Ms. Bernauer or any other Lehman or Barclays officer or employee that Barclays had decided not to continue to use the AmEx services under the AmEx Corporate Services Contract. If I had been advised as such, I would have informed our AmEx credit risk team, and my understanding is that AmEx's credit

risk team would have cancelled the corporate cards and would not have allowed the  
Lehman/Barclays officers with Rev-Coded accounts to continue charging.

/s/Lydia C. Schulz  
Lydia C. Schulz

Sworn to before me this  
27 th day of October, 2008

/s/Troy O. Wills  
Notary Public

TROY O. WILLS  
Notary Public-New Jersey  
My Commission Expires 11-7-2012